



Request for Proposals:

**Life Insurance
Voluntary AD&D Insurance
Protected Medical Leaves Administration
Short Term Disability Administration
Long Term Disability Insurance
Group/Variable Universal Life Insurance**

**County of San Bernardino
Human Resources Department
Employee Benefits and Services Division
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415-0440**

RFP # HRD-08-007

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I. INTRODUCTION

A. Purpose

The County of San Bernardino, hereafter referred to as the "County," is seeking proposals from qualified organizations and firms interested in providing Life Insurance, Disability benefits, and Protected Medical Leaves Administration for its employees.

This Request for Proposals (RFP) is being released to identify and establish a contract with a single firm to provide all Life and Disability benefits on a fully-insured basis. Short Term Disability is to be quoted on a self-funded, third-party administered, basis as well.

Multiple contracts with multiple carriers for different benefits may be awarded if it is in the best interest of the County to do so. Consequently, please quote on any, or all, coverages requested.

B. Period of Contract

The term of any contract awarded as a result of this RFP will be for three (3) years with one, three (3) year renewal option. The contract will begin on July 18, 2009 and will end three (3) years thereafter, unless terminated earlier as provided in Section V, Contract Requirements, of this RFP.

C. Minimum Proposer Requirements

All Proposers must:

1. Be affiliated with a legal business authorized to do business in the State of California. All required permits and licenses must be in full force at the time of selection.
2. Have specific expertise in providing Life Insurance, Voluntary Accidental Death & Dismemberment (AD&D), Protected Medical Leaves Administration, Short Term Disability (STD), Long Term Disability (LTD), and Variable Universal Life (VUL) benefits to large employer groups (in excess of 5,000 employees).
3. Be able to meet the Scope of Services requirements outlined in Section IV, Scope of Work, of this RFP.
4. Have no record of unsatisfactory performance.
5. Meet other presentation and participation requirements listed in this RFP.
6. Agree to comply with all of the County's contractual terms and conditions as shown in Section V, Contract Requirements, of this RFP.
7. Complete the fax reply form (Exhibit 8) and return it by January 23, 2009.

D. Correspondence

All written correspondence and other communications, **including proposals**, are to be submitted to:

Brian Devereux
Mercer
4695 MacArthur Court, Suite 600
Newport Beach, CA 92660

Important: All communications regarding this RFP, from the date of issue authorized by the County Board of Supervisors through final determination of the RFP results and awarding of contract by the Board of Supervisors, must only be with the individual cited above. Communications regarding the RFP directed by a Proposer to a County employee or official, other than those cited in this RFP may result in the immediate and complete rejection of a Proposer's proposal. All proposals received by the County and subsequent communications and deliberations regarding the proposals will be treated as confidential information until the Board of Supervisors has taken final action regarding the submitted proposals.

E. Proposal Submission Deadline

All proposals must be received at the address listed above no later than **4:00 p.m. on February 6, 2009**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered. Please provide an electronic based response along with two hardcopy submissions and a copy on CD using Word 6.0 or higher to:

Brian Devereux
Mercer
4695 MacArthur Court, Suite 600
Newport Beach, CA 92660

In addition, please send two hard copy submissions and a copy on CD using Word 6.0 or higher to:

Lori Goldman
County of San Bernardino
Human Resources Department
Employee Benefits and Services Division
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415-0440

II. PROPOSAL TIMELINE

1. Release of RFP	December 9, 2008
2. Deadline for submission of questions	4:00 p.m., December 30, 2008
3. Deadline for responses to questions (Tentative)	January 15, 2009
4. Deadline for fax reply form (Exhibit 8)	January 23, 2009
5. Deadline for proposals	4:00 p.m., February 6, 2009
6. Interview Date (Tentative)	Week of March 2, 2009
7. Approved by Board of Supervisors (Tentative)	April 7, 2009
8. Effective Date	July 18, 2009

The project timetable will be adhered to during the project's duration, subject to change at the sole discretion of the County. Please note that all Proposers are expected to have the appropriate staff available for finalist presentations during the time frames indicated above.

III. PROPOSAL CONDITIONS

A. Contingencies. This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications to the RFP. The County reserves the right to issue addenda or amendments to this RFP. Minor modifications may be made at the discretion of the Director of Human Resources. Any modifications to this RFP will be posted on the County website. It is the responsibility of all Proposers to monitor the website for any modifications. The County also reserves the right to terminate this RFP process at any time.

C. Acceptance or Rejection of Proposals. Proposals shall remain open, valid and subject to acceptance up to one hundred eighty days (180) from the date the proposal is opened and recorded.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

D. Proposal Submission. To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers' responsibility to ensure that their proposals arrive on or before the specified deadline for submissions. All proposals and materials submitted become the property of the County.

E. Incurred Costs. This RFP does not commit the County to any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing its proposal are the Proposer's responsibility.

F. Inaccuracies or Misrepresentations. If, in the course of the RFP process or in the administration of a resulting agreement, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or, in the event an agreement has been awarded, the agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

G. Proposal Confidentiality. Proposers should be aware that proposal responses are subject to the California Public Records Act (Government Code section 6250 e. seq.). If any Proposer's proposal contains trade secrets or other information that is proprietary by law, the Proposer must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

If necessary, the County will review the request and notify the Proposers in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Proposer has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Proposer of the request. The Proposer will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

H. Negotiations. The County may require the Proposer selected to participate in negotiations and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

I. Level of Service. For any Agreement awarded as a result of the RFP, no minimum or maximum number of transactions can be guaranteed by the County.

J. Final Authority. The final authority to award contracts as a result of this RFP rests solely with The County of San Bernardino Board of Supervisors.

K. Disclosure of Criminal and Civil Proceedings. The County reserves the right to request the information described herein from the Proposer selected for agreement award. Failure to provide the information may result in a disqualification from the selection process and no award of agreement to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of agreement.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals.

“Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

L. Award. Award of agreement may or may not be an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems the best interest of the County.

M. Local Preference. The County of San Bernardino has adopted a preference for Proposers whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principal place of business” is defined as the Proposer’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the Proposer’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any agreement, contract, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Proposer is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Proposer’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Proposers are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Proposers is a local vendor. If one of the Proposers is a local Proposer, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Proposer’s quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local Proposer for the agreement award.

IV. SCOPE OF WORK

A. Definitions

1. The Board. The Board of Supervisors of The County of San Bernardino is the policy making body of the County and is responsible for the review and approval of all service agreements and/or contracts with the County.

2. Contractor. The Proposer selected by the County to provide Life Insurance, Voluntary Accidental Death and Dismemberment, Short Term Disability, Long Term Disability, Variable Universal Life benefits and Protected Medical Leave Administration as a result of this RFP.

3. County. The County of San Bernardino is a local governmental agency in Southern California with more than 20,000 square miles. Los Angeles County borders the County on its west end, Riverside County borders the County on its south end, Nevada and Arizona border the County on its east end, and Nevada borders the County on its north end. The County is the largest county geographically in the United States. It has a population of approximately 2 million residents, an annual budget of approximately three billion dollars, and has approximately 20,000 employees on payroll with nearly 18,500 provided benefits.

4. Employee Benefits and Services Division (EBSD). A division of the County's Human Resources Department responsible for the design, implementation, and on-going administration of the County's various employee benefit plans and programs.

5. Employee Benefits Advisory Committee (EBAC). A labor/management committee charged with the responsibility to review and recommend new and/or changes to current employee benefit plans and programs. The Committee was established in 1995 by an agreement between labor and management for the purpose of improving their negotiations for employee benefit plans and programs.

6. Human Resources (HR) Department. The County's HR Department is comprised of various divisions and sections that provide a wide array of personnel and employee services to County departments and agencies. The Department Director reports directly to the County Assistant Administrative Officer.

7. Proposer. Any private for-profit organization, private non-profit organization, corporation, individual, or other public or private agency or institution(s) submitting a proposal in response to the Request for Proposal for Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life benefits RFP # HRD-08-007.

8. Protected Medical Leave. All Federal and State mandated leaves, including but not limited to the Family Medical Leave Act of 1993 (FMLA), California Family Rights Act of 1993 (CFRA) and Pregnancy Disability Leave.

B. Background of County Employee Benefit Plans and Programs

The County provides an array of comprehensive benefit plans and programs to approximately 18,500 employees plus their eligible dependents.

The County currently provides for employee-only County-paid Basic Life insurance. Employee-paid Supplemental Life insurance coverage for Employee only and Voluntary Accidental Death and Dismemberment insurance for employees and dependents are currently offered through Hartford Life. The County also has Group/Variable Universal Life Insurance for certain classifications of employees offered through a third party administrator with Pacific Life.

LTD insurance has been offered to Exempt employees since 1985. Currently there are approximately 700 employees enrolled in this plan. The plan is 100% paid for by the employer. This program is currently offered on a fully insured basis through MetLife.

STD insurance is offered to non-represented exempt employees and represented general employees. Currently there are approximately 15,245 employees enrolled in this plan. The plan is 100% paid for by the employer. This program is currently self-insured and self-administered by the County.

To assist you in preparing your proposal, the following exhibits are included in this RFP:

Exhibit 1	Eligibility Rules
Exhibit 2	Current Benefits
Exhibit 3	Proposed Rates
Exhibit 4A	Rate History
Exhibit 4B	Experience Information
Exhibit 5	Current Funding Arrangement
Exhibit 6	Census Data
Exhibit 7	Current Policies and Plan Information
Exhibit 8	Fax Reply Form

C. Values and Expectations

The County of San Bernardino is committed to providing its employees with comprehensive, high quality, cost effective benefits. The County seeks to establish long-term partnerships with providers to help achieve these goals, including the mutual development of performance standards and guarantees that support key objectives tied to these goals. Some of the County's key objectives include:

1. Long Term Cost Containment Strategies

The County is committed to stabilizing and controlling plan costs in its benefits programs while obtaining optimal value for Plan participants over the long term. This focus in part results in the requirement that providers assure delivery of appropriate levels of cost effective care with a strong emphasis on delivering high levels of preventive care. The County expects providers to help stabilize and control plan costs while minimizing future cost increases in this manner.

2. Long Term Health Promotion and Disease Prevention Strategies

Part of the County's commitment to controlling costs is through the identification of high-risk populations, subsequent early risk reduction and disease prevention. This includes efforts to increase employee involvement in preventive self-care and increasing employee awareness of the benefits of being wise and cost conscious health care consumers. The County expects providers to collaborate in developing appropriate health promotion and disease prevention strategies and in allocating financial and/or in-kind resources in support of these efforts.

3. Information and Reporting Systems

Collection, reporting and analysis of data are critical in measuring and comparing provider performance relative to the County's goals. The County believes a key part of this process requires that providers regularly examine and improve their systems to help assure that care is being delivered in the most efficient and cost effective manner. The County expects providers to deliver necessary data that help in tracking and evaluating the effectiveness of its program.

4. Collaborative Labor and Management Effort

The County has a history of collaborative efforts between labor and management. Many of the County's goals and benefit improvements are the result of this cooperative approach. The process of evaluating responses to the RFP with labor representatives is a reflection of the County's efforts to work together to resolve issues that are common to the County and its employees. The County also considers providers to be active partners in this process and therefore the County expects providers to participate in collaborative efforts to achieve its goals in this manner.

5. Responsiveness to Needs

The County has developed a comprehensive benefits communication strategy that helps employees understand and make the best use of their benefits while encouraging the practice of healthy lifestyles and self-responsibility. The use of coordinated year-round communication, including employee satisfaction surveys and focus groups, is part of this effort. The County expects providers to participate in and support the development of these efforts while being responsive to the needs which have been identified.

The County's vision, as briefly summarized above, is provided as a framework to assist respondents to this RFP in understanding the County's Wellness and Cost Containment Strategy (WCCS) direction and in preparing responses to the RFP accordingly.

D. Scope of Services

The successful Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life Provider(s) will be expected to provide, as a minimum, the following requirements for the services to be provided. Proposers are asked to specify their ability to meet the following requirements. If a Proposer can not meet any of the following requirements, the Proposer must so indicate in their response to this RFP.

1. All rates must be guaranteed for at least three (3) years and cannot be adjusted mid-year unless requested by the County.
2. All rates must **exclude commissions**.
3. Proposals must be prepared using the plan designs provided in the enclosed exhibits. Any deviations from these plan designs must be due to the inability to match the requested design(s), must provide an explanation of the inability, **and must be accompanied by a side-by-side comparison of benefits**.
4. All exhibits contained in each section must be completed in their entirety for each coverage quoted.
5. Your Company must agree to underwrite the takeover of this program for any who enroll on a no-loss/no-gain basis for all employees and dependents, and employees on leave of absence. Any actively-at-work and evidence of insurability requirements must be waived, as well as any pre-existing condition limitations that may apply, to any person covered as of July 18, 2009.
6. Upon takeover, you must agree to assume liability for claims that are in dispute between your organization and the incumbent carrier if the issue cannot be resolved between the two organizations.
7. You must accept the current enrollment or participation levels under all Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leaves, Short Term Disability, Long Term Disability, and Variable Universal Life plans.
8. Your organization must allow this plan to be offered at the contracted rates to future County business units or districts.
9. Your organization must respond to all questions in their entirety. All responses must be provided in the space designated for your response. Do not refer to attachments unless requested.
10. Renewal notice must be given at least 180 days in advance of the renewal date. Any termination of coverage (other than for non-payment of premium) can be effective no earlier than 180 days after written notice, and only after the end of any rate guarantee period (in other words, you can not attempt to terminate any contract until the end of the rate guarantee period).
11. Your organization must maintain full and accurate records with respect to all matters and services provided to the County.
12. Your organization must provide a draft contract to the County by March 13, 2009 subject to any changes required by the County.
13. You will be responsible for processing Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life claims, Waiver of Premium approvals, and any other customer service transactions, accurately and expeditiously.
14. The contents of the proposal of the successful Proposer will become contractual obligations, and failure to accept these obligations in a contract may result in cancellation of the award.

V. CONTRACT REQUIREMENTS

A. General

The firm(s) selected will be required to agree to the terms contained below. If Proposers have any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County. In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

2. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for three (3) or more workdays. The Contractor shall not change the primary contact without written acknowledgement to the County. Contractor or designee must respond to the County inquiries within two (2) business days.

3. Change of Address. Contractor shall notify the County, in writing, of any change in mailing address within ten (10) days of the address change.

4. Contract Assignability. Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Copyright. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract, must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

7. Attorney Fees and Costs. Contractor agrees to bear its own attorney's fees and costs regardless of who prevails in the event of an agreement dispute and not charge such fees as an expense under this agreement.

8. Conflict of Interest. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or Sub-agreements and the County. Contractor shall make a reasonable effort to prevent employees, Proposers, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of the County are subject to applicable conflict of interest codes and State law, including but not limited to Government Code section 87100 et seq. In the event that County determines that a conflict of interest exists, the County may disallow any increase in costs associated with the conflict of interest and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

9. Confidentiality. Contractor acknowledges that all information made available by the County about its employees is confidential. Contractor agrees that it will not distribute, disclose or release to any third party any such information except as may be necessary to the performance of services hereunder either during or at any time after the term of the Agreement, except upon the prior written approval of the County.

10. Licenses and Permits. Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

11. Recycled Product Procurement Policy. Contractor agrees to comply with the County's Recycled Product Procurement Policy No. 11-17, which states, "It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, Proposers, contractors, and other entities or organizations doing business with the County."

12. Americans with Disabilities Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

13. Notification. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) working day, in writing and by telephone to the County.

14. Contract Amendments. Contractor agrees any amendments, alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the County Board of Supervisors.

15. Venue. The venue of any action or claim brought by any party to enforce the provisions of this Contract shall be San Bernardino County. Each party hereby waives any law or rules of the court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

16. Key Personnel. Contractor must provide a list of and the resumes of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from County transactions or projects without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County for that period. Key personnel must respond to the County within two (2) County business days.

17. Former County Officials. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Invoices. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month.

19. Ownership of Documents. All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

20. Delinquency of Payments. Contractor agrees to a 60-day grace period before County payments are considered delinquent.

21. Prepayment of Claims, Premiums or Fees. Contractor agrees that no prepayment of claims, premiums or fees will be required at any time.

22. Employment of County Employees. Contractor shall not employ any person currently working for the County on a permanent basis.

23. Release of Information. No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

24. Right to Monitor and Audit. The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later.

25. Electronic Funds Transfers. Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

B. Improper Consideration.

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal.

Proposer shall immediately report any attempt by a County officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

The County, by written notice, may immediately reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal and award process, or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C. Indemnification and Insurance Requirements.

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Insurance - The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. Workers Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

b. Commercial/General Liability Insurance– The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance– Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance— An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability— Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

f. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

3. Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

4. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

5. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

7. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

8. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

9. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

10. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

11. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

D. Contract Compliance

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of The County of San Bernardino at (909) 387-2165.

E. Gratuity

Contractor shall not offer or otherwise distribute any bonus, gratuity or other payment to subscribers or groups of subscribers for the purpose of inducing enrollment or to existing subscribers or groups of subscribers for the purpose of inducing the continuation of enrollment.

F. Termination of Contract.

The termination of any Contract(s) issued as a result of this RFP shall be subject to the provisions of the following:

1. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
2. The Contract may be terminated by the County without cause upon thirty (30) calendar days prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the County's receipt of an invoice.
3. The Director of Human Resources has full discretion and authority to exercise County termination rights under the Contract.

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. General

1. All qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all appendices, exhibits, attachments, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described in Subsection B, Proposal Format, of this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become the property of the County for their use and disposition. All proposals received are subject to the California Public Records Act.
5. Your organization will be bound by the terms and conditions of the original proposal that is submitted to Mercer on behalf of the County by your organization, as well as any follow-up information or correspondence transmitted to the County or Mercer during the proposal process. All material submitted during the proposal process becomes the property of the County.
6. If any Proposer, in his/her response, has trade secrets or other information that is proprietary by law, the Proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review this request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law, in the event a public records request is made for the Proposer's response.

B. Proposal Format

Response to this Request for Proposal (RFP) must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page.** Submit RFP coversheet and a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - a. A statement that the proposal is submitted in response to the Request for Proposal for Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life benefits - RFP # HRD -08-007
 - b. Clearly indicate the name of the responding organization, as well as the name, title, address and telephone number of the primary contact at your organization for this bid.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. **Statement of Certification.** Include the following in this section of the proposal:
 - a. A concise statement of the services proposed.

- b.** A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
 - c.** A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - d.** A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - e.** A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
 - f.** A statement that the Proposer, if selected, will comply with all applicable contract requirements, rules, laws and regulations.
 - g.** A statement that the Proposer agrees to respond to any reasonable inquiry made by the County or Mercer for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
 - h.** A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.
- 3. Statement of Qualifications.** Include the following in this section of the proposal:
- a. Resume.** Proposer will provide a resume for each individual who would be providing services to the County.
 - b. References.** List the three (3) most progressive and innovative **public sector clients** of 5,000 or more lives with whom you now work or have worked with in the last five (5) years. Please give the full name of each public entity, their phone number, and the person the County may contact who worked directly with your firm in overseeing the services you provided. Also provide three (3) clients to whom you no longer provide services, giving the full name of each entity, their phone number, and the person the County may contact who worked directly with your firm.
 - c. Financial Information.** Proposer will provide the Company's Annual Report for the last two (2) years. Proposer must also include independently audited financial statements for the last two (2) fiscal years. Audited financial statements are required; unaudited financial statements will not be accepted.
- 4. Proposal Description.** Proposal shall include the following:
- a.** Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. It should also include a statement that the Proposer will provide all of the services included in Section IV, Subsection D, Scope of Services. If the Proposer is unable to provide any of the particular services listed in the scope of services, they must so indicate by describing which service(s) they are unable to provide.
 - b.** Complete responses to questions in Appendix B - Questionnaire.
 - c.** A proposed Transition Schedule to be used in implementing services during the take-over of existing services if necessary.
 - d.** Explanation of any assumptions and/or constraints.
 - e.** A draft of your contract. The contract must contain all of your proposed language.

5. **Cost.** Include in this section the proposed premium rates for your firm's Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life plans. Proposed rates should be based on: (1) the eligibility rules shown in Exhibit 1, (2) the current benefits shown in Exhibit 2, (3) required funding, and (4) zero (0%) commissions. Proposer shall indicate if the proposed costs shall remain the same for years two and three. Please use the format shown in Exhibit 3, Proposed Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Rates, for your cost proposal(s).

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

Proposals will be evaluated in part based on the County's and Mercer's rating of your answers to the Questionnaire and Proposed Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Rates exhibits. A primary consideration shall be the effectiveness of the Proposer to deliver the Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal benefits and services described in this RFP.

The Employee Benefits Advisory Committee (EBAC), comprised of labor representatives, employees and County management representatives, will review the proposals and interview, at a minimum, the top two Proposers. EBAC will recommend the proposal that best meets County employees' needs. The Human Resources Director will make the final decision as to which proposal will be recommended to the Board of Supervisors for contractual consideration and approval.

B. Evaluation Criteria

1. **Initial Review.** All proposals will be initially evaluated to determine if they meet all of the requirements as stated in this RFP, including the Minimum Proposer Requirements as outlined in Section I, Introduction, Subsection C.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. **Financial Review.** All financial data submitted as part of the Proposal will be reviewed by the County's Auditor/Controller for financial stability. This determination will be on a pass/fail basis.
3. **Technical Review.** Proposals meeting the above requirements will be evaluated on the basis of the following criteria (Not in order of importance):
 - a. Qualifications and experience in providing Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life benefits to similar employer groups.
 - b. Procedures and systems for record keeping and other aspects of the firm's business operations.
 - c. The range and quality of services offered.
 - d. Cost of services provided, including premium rates, underwriting requirements, retention, and reserve methodology.
4. **Interview.** Proposers selected as finalists based on the initial, financial, and technical review of their proposal must attend an interview during which time they will be asked questions that will further clarify

their ability to meet the County's Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life benefit needs.

- 5. Final Selection.** Final selection will be based on determining which proposal will best meet the needs of the County as described in this RFP.

C. Protests

Proposers may appeal the recommended award, provided the appeal is in writing, contains the RFP number, and is submitted within ten (10) calendar days of the date that the Board of Supervisors authorizes or approves a contract(s) for Life, Voluntary Accidental Death and Dismemberment, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life benefits, if any. Protests from other individuals or firms will not be acceptable.

All protests must be submitted to:

Andrew L. Lamberto
Director of Human Resources
County of San Bernardino
Attn: RFP # HRD-08-007
157 West Fifth Street, First Floor
San Bernardino, CA 92415-0440

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of

state or federal law. Protests will not be accepted on any other grounds. In event of a protest, a panel designated by the Director of Human Resources will handle all protests.

The County will consider only those specific issues addressed in the written appeal. A written response will be directed to the appealing Proposer within sixty (60) calendar days of receipt of the protest, unless more time is required to investigate and prepare the response, advising of the decision with regard to the protest and the basis for the decision.

VIII. Appendix A**Statement of Work**

		Yes/No	Comments
General			
1.	The contractor must defend, indemnify, and hold The County harmless against any claim, demand, damages, or legal action which arise, or is alleged to arise, including reasonable attorney fees, as a result of acts or omissions (i.e., not limited to gross negligence, willful misconduct or fraud) of the contractor, its directors, officers, members, contract providers, or agents under the terms and conditions of the contract.		
2.	The contractor will maintain medical records that meet applicable state or federal record keeping standards, ensure the security/confidentiality of employee medical data, and adhere to present and future legal requirements as mutually agreed upon and contractually defined.		
3.	The contractor will agree that all records, data, files, input materials, reports, forms and other data received, computed or developed, used and/or stored pursuant to their agreement with The County of San Bernardino are property of The County of San Bernardino. Immediately upon termination of their agreement, all such records and other data shall be furnished without additional charge to The County of San Bernardino in a software format agreeable to The County of San Bernardino (together with the necessary documentation describing its organization and structure).		
4.	The contractor agrees to guarantee rates for a minimum of three years.		
5.	The contractor will supply The County of San Bernardino with the results of its "tested" disaster recovery plan for the proposed claim office(s).		
6.	The County of San Bernardino has the right to terminate the agreement in the event of a change of ownership of the contractor.		

		Yes/No	Comments
Client Management/Partnership			
7.	The contractor will designate a full-time dedicated account manager for The County of San Bernardino.		
8.	Contractor agrees to Performance Guarantees as described under the Appendix C of the RFP.		
9.	The contractor is responsible for monitoring phone statistics and caseloads on a daily basis to ensure that minimum standards are met. Unit supervisor is responsible for ensuring that adequate staffing levels are maintained.		
10.	Contractor will provide assistance in training The County of San Bernardino representatives from the Human Resources Department. This training may include on line report access, invoicing, etc.		
11.	Contractor will provide The County of San Bernardino and its designee unrestricted access to all claim files, notes, systems, and dedicated personnel for annual onsite audit purposes.		
12.	Establish required interfaces with The County of San Bernardino's benefits administrator, workers' compensation, data warehouse partner, and any other providers as established.		
13.	Data on The County of San Bernardino's program and results will not be used by your organization without written consent from The County of San Bernardino. Any breach of this requirement could lead to termination of the contract and legal action.		
14.	The County of San Bernardino reserves the right to conduct independent and/or The County of San Bernardino internal audits of any and all aspects of the contractor's performance and administrator/carrier costs incurred cannot be charged to The County of San Bernardino.		
15.	Provide telephone, customer and claim servicing from 7:30 a.m. - 6:00 p.m., Pacific Time, Monday through Friday.		
16.	The County of San Bernardino and Mercer will be involved in review/approval of any communication, including certificates, booklets, etc. and will issue a final approval before any materials are released.		

		Yes/No	Comments
17.	The County of San Bernardino will require quarterly meetings in their offices to review plan performance and other issues as they arise. The County will also require an annual meeting with Contractor's executive staff to review the business relationship.		
Program Funding			
18.	Contractor agrees to offer insurance for the Life Insurance, Voluntary AD&D, STD, LTD, and Group/Variable Universal Life Insurance programs.		
19.	Contractor will assume plan and claim fiduciary liability for the Life Insurance, Voluntary AD&D, STD, LTD, and Group/Variable Universal Life Insurance programs.		
20.	Contractor agrees to provide a detailed monthly accounting of all administrative fees including pass through fees incurred by sub contractors.		
Intake/Customer Service			
21.	The contractor will provide a single telephone number for all incidents with a toll-free telephonic reporting system for Life Insurance, Voluntary AD&D, STD, LTD, and Protected Medical Leave claims.		
22.	The contractor's dedicated intake team will be fully trained in both customer service skills and the nuances of The County of San Bernardino plans, policies, and programs. Training may be conducted with The County of San Bernardino personnel oversight.		

Protected Medical Leaves and Disability Management Process/Implementation		Yes /No	Comments
23.	The selected contractor must be able to implement the disability and Protected Medical Leave administrative services by July 18, 2009. Please indicate how long you believe it will take to implement this program.		
24.	The contractor will actively support and participate in the implementation communications, including resources and materials for orientation to providers, employees, internal County of San Bernardino staff, and other involved parties.		
25.	The contractor will accept initial and ongoing eligibility information in an electronic format.		
26.	The contractor will furnish administration manuals to County of San Bernardino as mutually developed by contractor and County of San Bernardino including instructions and all necessary forms within 60 days following the date that County of San Bernardino contracts for services.		
27.	The contractor will work with the existing contractors and The County of San Bernardino to develop a mutually acceptable claim transition process timeline.		
28.	The contractor agrees to accommodate any of The County of San Bernardino's acquisitions, resulting in increased demand for services (e.g., geographic coverage, headcount, etc.).		
29.	The contractor will telephonically contact the attending physician and designated employer contact within 48 hours of claim notification on all STD claims. Employee contact will occur based on pre-established criteria developed with The County of San Bernardino.		
30.	<p>The contractor will have responsibility for obtaining the following STD information from the attending physician telephonically during the initial contact and telephonically or by written documentation throughout the duration of the claim.</p> <ul style="list-style-type: none"> a. Diagnosis b. Objective medical findings supporting diagnosis c. Prognosis d. Treatment plan e. Functional abilities f. Expected Return to Work date 		

		Yes/No	Comments
31.	The contractor has a Behavioral Health Unit which will provide clinical case management for all claims that have a Behavioral Health component.		
32.	The contractor will gather physical/cognitive job demands from the designated employer contact. Data will become the property of County of San Bernardino.		
33.	The contractor will determine the need for Independent Medical Evaluation (IME)/Functional Capacity Evaluation (FCE)/Neuropsychiatric Testing (NPT).		
34.	The contractor will have responsibility for maintaining a network of adequate numbers and types of specialists for IMEs/FCEs/NPTs and for setting up evaluations as appropriate for non-occupational claims, with standards for: <ul style="list-style-type: none"> a. Timeliness of referral appointment b. Telephonic report from provider within 24 hours of appointment; receipt of written report within ten work days. 		
35.	Benefit determination by the contractor will be made by comparing the employee's work capacity with the functional requirements of the employee's regular job or available alternative duty in keeping with The County of San Bernardino plan language, including definitions and exclusions.		
36.	Cases will be triaged to the appropriate clinical specialist. The contractor will maintain a record of these referrals for future auditing by The County of San Bernardino or its designee.		
37.	The contractor will have the responsibility of reviewing the case on an ongoing basis and determining the continued disability status of the claimant.		
38.	The contractor will notify The County of San Bernardino and employee of the initial and ongoing approved absence duration.		
39.	The contractor will have responsibility for determining the approved duration of absence for STD, LTD, and Protected Medical Leave claims in accordance with applicable laws.		
40.	Leave packets will be generated via an automated process that is circumstance-specific (i.e., employees own serious health condition, pregnancy, bonding, military leave, educational leave, etc.).		

		Yes/No	Comments
41.	The contractor will image and log all incoming and outgoing correspondence and documentation.		
42.	The contractor will accept initial and ongoing eligibility information in County of San Bernardino's standard electronic format.		
43.	The contractor will administer Protected Medical Leave consistent with all State and Federal regulations, including eligibility and entitlement determinations, sending notifications, receiving completed medical certifications, following-up on late certifications, conducting re-certifications in 90 or 120-day increments for intermittent leave, determining approval/denial and communicating decisions, status (includes status requests/questions from employees and supervisors) and history. All must be done within legislative timeframes.		
44.	The contractor will remain up-to-date with all State and Federal regulations, including leave regulations beyond FMLA, CFRA, PDL, and other expanded leave laws that impact leave of absence administration.		
45.	The contractor will provide administration for overlapping leaves, such as FMLA, CFRA, and PDL.		
46.	The contractor will run FMLA and other leaves concurrently with other absences as indicated within County of San Bernardino's policies to the extent permitted by law.		
47.	The contractor will administer intermittent leaves with tracking in 15-minute increments for all individual absences.		
48.	The contractor will track request for and receipt of medical certifications.		
49.	The contractor will follow-up on submission of medical certifications not received as follows:		
	<ul style="list-style-type: none"> Call provider and employee and document after 7 business days. 		
	<ul style="list-style-type: none"> Call provider and employee and document again after an additional 10 business days. 		
	<ul style="list-style-type: none"> Call and send a certified letter to the employee after an additional 15 business days. 		

		Yes/No	Comments
50.	The contractor will request and administer 2nd and/or 3rd opinions for Protected Medical Leave cases, consistent with the law. This includes selecting an appropriate provider, scheduling the exam, communicating the details to the employee and documenting the results.		
51.	The contractor will pay for the above exams and be reimbursed by County of San Bernardino, subject to County of San Bernardino approval.		
52.	The contractor will provide online access to leave data to County of San Bernardino for the purposes of checking status and running reports of aggregate and individual leave experience.		
53.	The contractor will track and monitor Protected Medical Leave time taken, leave time remaining on a rolling calendar year for Federal and State leave.		
54.	The contractor will communicate employee's approval, denial, or change in status within 2 business days from decisions/status change.		
55.	The contractor will accurately calculate length of service for rehired County of San Bernardino employees.		
56.	The contractor will accept updated employee address information through the data feed or intake. If updated address information is collected during intake the employee must be directed to County of San Bernardino so that their payroll record can be updated with the new information.		
57.	The contractor will review each case on an ongoing basis and determine the continued leave status of the claimant.		

LTD Payment		Yes/No	Comments
58.	The contractor will calculate benefit rates by contract, plan or policy for LTD and issue LTD insurance checks. In addition, the contractor will verify payroll with County of San Bernardino prior to the calculation of benefit rates.		
59.	The contractor will calculate retroactive adjustments as permitted by statutes, contract, plans and policies based upon offset information.		
60.	The contractor must have the capability to change benefit deductions during the life of the claim.		
61.	The contractor will have an automated process for recurring benefit calculations.		
62.	The contractor will coordinate offsets and overpayment recovery activities. The contractor will have an overpayment recovery process.		
63.	The contractor will maintain all benefit calculation records and file documentation (hard copy and electronic) for a period of minimally eight years for disability.		
64.	The contractor will issue W-2s to all claimants.		
Appeals			
65.	The contractor will develop and support a two level appeal process for the Life Insurance, Voluntary AD&D, Protected Medical Leave, STD, and LTD plans.		
66.	Life Insurance, Voluntary AD&D, Protected Medical Leaves, STD, and LTD appeals will be completely managed by the contractor. The contractor will own fiduciary responsibility for all Life Insurance, Voluntary AD&D, Protected Medical Leave, STD, and LTD claim decisions including appeal activity.		
67.	Contractor is responsible for ensuring that appeals process is in compliance with State and Federal guidelines.		

		Yes/No	Comments
68.	<p>The contractor will have an automated process for monitoring and tracking appeals and complaints to include type and categories. The County of San Bernardino shall be notified of appeal decisions. The contractor will report immediately after the decision specific data elements such as:</p> <ul style="list-style-type: none"> a. Name b. Appeal receipt date c. Contractor acknowledgement of receipt date d. Date of contractor's decision e. Date of contractor's decision notification to claimant f. Elapsed time between receipt of appeal and decision notification to claimant g. Number of days totaled for which extensions were requested for each case. <p>The actual report components will be mutually developed by contractor and The County of San Bernardino.</p>		
Quality Management (QM)			
69.	The contractor will electronically store information on all calls, received or initiated. The information captured should include a date/time stamp, the parties involved in the call and a classification type.		
70.	The contractor will electronically store all Protected Medical Leave, disability management and claims information in its claims management system.		
71.	The contractor will make suggestions to improve processes, reduce costs on both sides and improve delivery to customer and increase customer satisfaction.		
72.	The contractor will advise the County of San Bernardino of its internal auditing procedures and report periodically on service parameters to be agreed on like case load, timelines of handling, RTW statistics, specialist involvement, etc.		
73.	The contractor will develop and conduct written survey for claimants regarding satisfaction with administrative services.		
74.	The contractor will perform periodic audits, using statistically based selection criteria.		

	Reporting / Program Measurement Tools	Yes/No	Comments
75.	The contractor will share its audit tools and audit plan with County of San Bernardino for review and input. The specific goals and needs of County of San Bernardino will be reflected in the overall QM process. Comment briefly.		
76.	The contractor will provide standard reports and trend analysis on a monthly/quarterly/annual basis.		
77.	The contractor will provide additional information as needed to support performance improvement efforts.		
78.	The contractor will provide the County of San Bernardino's employees access to forms through the internet.		
79.	Please submit sample claim tracking and monitoring reports that will identify claim and disability trends, root causes, and RTW statistics for both STD and LTD services.		
80.	Please submit sample FMLA tracking and monitoring reports that will identify FMLA trends, root causes, and RTW statistics, including intermittent leaves.		
81.	Please submit sample documents demonstrating compliance with Federal and State guidelines.		
82.	Please submit any materials that are sent to claimants describing your Social Security advocacy program.		
83.	Please submit sample authorization form for release of medical information. Please provide an electronic version of this document.		
84.	Please submit organizational chart for claim office assigned to The County of San Bernardino.		
85.	Please submit certificate of insurance evidencing professional liability coverage.		
86.	Please submit sample incurred claims reports.		
87.	Please submit quarterly Social Security summary report with a listing of claimants.		

		Yes/No	Comments
88.	Please submit disabled/LOA information tools or forms which indicate (check separately): <ul style="list-style-type: none"> ▪ First date STD ▪ First date LTD ▪ Date released Return to Work (RTW) with restrictions ▪ Date of release without restrictions ▪ Date of return to regular job 		
Technology Systems — General			
89.	The contractor will allow online access by both The County of San Bernardino and its selected vendor partners (Internet preferred) to claims data, as allowed by law. Access will be controlled via password driven security levels.		
90.	The contractor has a backup system capable of supporting disaster recovery efforts. The plan is written and has been tested.		
91.	The County of San Bernardino's employees may file a claim electronically with the contractor.		
92.	The contractor will accept, maintain, and utilize demographic information from The County of San Bernardino and/or its other benefits administrators electronically.		
93.	The contractor's system will allow the attachment of multiple notes to a claim record. The notes may be shared electronically with designated The County of San Bernardino personnel and other involved parties.		
94.	The contractor will be expected to accept claim notes from other involved parties electronically, such as OHMS and WorkLink.™		
Technology Systems — Disability/LOA			
95.	The summary plan documents must be loaded and maintained electronically.		
96.	The contractor must calculate and issue payments due a claimant for a given pay cycle. The contractor must be able to provide the benefits due in terms of a percentage of pay and also as a specified dollar amount. The contractor will also calculate, withhold and remit all Federal, State, and Local taxes on behalf of claimants and issue W-2s.		
97.	The contractor must be able to provide FICA match services for LTD claimants.		

		Yes/No	Comments
98.	The contractor may be asked to accept and relay payment offset information from an involved third party to the appropriate payroll system.		
99.	All payment records must be stored electronically in the claim record.		
100.	The contractor will generate and store a copy of all communication on a claim electronically in the claim file.		
101.	The contractor must be able to electronically convert open and closed claim and payment information from previous providers into the contractor's system(s) as requested by The County of San Bernardino.		
Technology Systems – Protected Medical Leaves			
102.	Please identify which data elements are captured in distinct fields (in the required format) based on PeopleSoft:		
	▪ Employee Last Name		
	▪ Employee First Name		
	▪ Employee Middle Initial		
	▪ Employee Social Security Number		
	▪ Employee ID Number		
	▪ Employee Address		
	▪ Date of Birth (Day, Month, Year)		
	▪ Gender (M or F)		
	▪ Job Code		
	▪ Job Description		
	▪ Department ID		
	▪ Date of Hire (Day, Month, Year)		
	▪ Exempt/Non-Exempt – Salaried/Hourly		
	▪ Last Day Worked (Day, Month, Year)		
	▪ Report Date to County of San Bernardino (Day, Month, Year)		
	▪ Report Date to Carrier/Administrator (Day, Month, Year)		
	▪ System Entry Date (Day, Month, Year)		
	▪ Claim Close Date (Day, Month, Year)		
	▪ Claim Reopen Date (Day, Month, Year)		
	▪ Number of Times Claims Reopened		
	▪ Benefit Commencement Date (Day, Month, Year)		

		Yes/No	Comments
	▪ Status (Open, Closed, Active, Inactive, Pending, Suspended, Denied, Terminated, Recovered, Died, Limiting Age)		
	▪ Diagnosis, primary (by ICD-9)		
	▪ Diagnosis, secondary (by ICD-9)		
	▪ Encounter (by V code)		
	▪ Date released Return to Work with restrictions (Day, Month, Year)		
	▪ Date of release without restrictions (Day, Month, Year)		
	▪ Actual date of Return to Work with restrictions (Day, Month, Year)		
	▪ Actual date of return to regular job (Day, Month, Year)		
	▪ Supervisor Name		
	▪ Supervisor Location and Phone Number		
	▪ Primary Physician (including Address and Phone Number)		
	▪ FMLA Time prior to Leave, or balance currently available		
Technology Systems — STD / LTD			
103.	Please identify which data elements are captured in distinct fields (in the required format):		
	▪ Employee Last Name		
	▪ Employee First Name		
	▪ Employee Middle Initial		
	▪ Employee Social Security Number		
	▪ Employee Address		
	▪ Date of Birth (Day, Month, Year)		
	▪ Gender (M or F)		
	▪ Job Code		
	▪ Job Description		
	▪ Employee ID		
	▪ Work State		
	▪ Date of Hire (Day, Month, Year)		
	▪ Monthly Rate of Pay		
	▪ Last Day Worked (Day, Month, Year)		
	▪ Report Date to The County of San Bernardino (Day, Month, Year)		
	▪ Report Date to Carrier/Administrator (Day, Month, Year)		

		Yes/No	Comments
	▪ System Entry Date (Day, Month, Year)		
	▪ Claim Close Date (Day, Month, Year)		
	▪ Claim Reopen Date (Day, Month, Year)		
	▪ Number of Times Claims Reopened		
	▪ Benefit Commencement Date (Day, Month, Year)		
	▪ Social Security Benefit — Offset Amount		
	▪ Other Offsets		
	▪ Gross Monthly Disability Benefit (Gross, Before Taxes)		
	▪ Net Monthly Disability Benefit (Net, after taxes and other offsets)		
	▪ Status (Open, Closed, Active, Inactive, Pending, Suspended, Denied, Terminated, Recovered, Died, Limiting Age)		
	▪ Diagnosis, primary (by ICD-9)		
	▪ Diagnosis, secondary (by ICD-9)		
	▪ Encounter (by V code)		
	▪ Date released Return to Work with restrictions (Day, Month, Year)		
	▪ Date of release without restrictions (Day, Month, Year)		
	▪ Actual date of Return to Work with restrictions (Day, Month, Year)		
	▪ Actual date of return to regular job (Day, Month, Year)		
	▪ Supervisor Name		
	▪ Supervisor Location and Phone Number		
	▪ Primary Physician (including Address and Phone Number)		
	▪ Payment Dates (as part of transactions)		
	▪ Check Number		
	▪ Date Check Issued		
▪ Date Check Cleared			

VIII. Appendix B

Questionnaire

This is a protected Word document that has been designed to electronically collect responses to this RFP. All responses must be provided in the spaces designated for your response. Any section of the document that has not been designated for your response has been protected and cannot be edited.

In this RFP, you will be asked to provide responses in text boxes. Responses may be typed directly into text boxes, which are gray blocks.

Your response should:

- Directly follow the question, without referencing the reader to other portions of your proposal.

Life		
	A. General Information	Answer
1.	Aside from any deviations from the requirements in Section One, are there any additional qualifications, limitations, or additions attached to your proposal which are not explicitly stated therein? If the answer is "yes", describe such qualifications, limitations, and / or additions in detail.	
2.	<p>Please enclose a recent annual report for your organization and any affiliate or subsidiary that will be delivering services to County of San Bernardino. In addition, please include your current ratings from the following organizations:</p> <p>Fitch (formerly Duff & Phelps) Moody's A. M. Best's Standard & Poor's</p>	
3.	<p>Are any of the benefits included in this proposal reinsured with another insurance company? If so, please provide the name of the reinsurer, a description of the reinsurance arrangement, the next renewal date for that arrangement, and the current ratings for the reinsurer from the following organizations:</p> <p>Fitch (formerly Duff & Phelps) Moody's A. M. Best's Standard & Poor's</p>	
4.	Please provide an organization chart (including telephone numbers and work location) that details account management, claims management, and administrative personnel who will interface with the County of San Bernardino. Denote any differences between implementation and ongoing account support. Please include a brief biography of the account team members (include number of years with your firm and total number of years in the industry). In addition, please provide the locations of your home office and local regional office, with the respective roles of each.	

Life and AD&D General Information		Answer
5.	Please provide sample management reports (e.g., claim, financial, ad hoc reports) that you feel would be beneficial to the County of San Bernardino. In your response, note which reports, if any, are available via the Internet. Denote costs associated with the sample reports provided, if any.	
	B. Claims Management	
6.	Describe how a life insurance claim would flow through your organization including:	
a.	The steps involved in the review and the amount of time each step takes;	
b.	Roles and responsibilities;	
c.	Points of contact with County of San Bernardino personnel;	
d.	How the process differs for death claims and accelerated death benefit claims under the life contracts.	
7.	Please identify the claims processing location you propose for the County of San Bernardino.	
8.	Please provide copies of all claim forms and form letters that are used in processing claims.	
a.	Are you willing to customize the claim forms for the County of San Bernardino? Is there an additional cost for the customization?	
b.	Can the claim forms be submitted electronically?	

	Life and AD&D Claims Management	Answer
9.	Do you have an internal claim audit process? If so, please provide a brief description and answer the following:	
a.	What percentages of claims are selected for internal audit in the claim office that would service County of San Bernardino?	
b.	How many claims are selected annually for internal audit in the claim office that would service County of San Bernardino?	
c.	What is the frequency of your internal claim audits?	
d.	Who is involved in auditing the claims?	
e.	Will internal audit results be available to County of San Bernardino?	
10.	What claim payment settlement options do you offer to beneficiaries? What is the default option? Can amounts under \$10,000 be paid directly to the beneficiary without going to the checkbook option?	
	C. Financial Questions	
11.	Please explain for each coverage proposed (Basic Life and Supplemental Life), how the fourth through sixth year renewal rates will be calculated relative to the following:	
a.	How many years of experience will be included?	
b.	What credibility will be given to claims experience? How is credibility established?	
c.	Will claims be pooled in any way and if so, will pooling charges be applied?	
12.	Describe how future termination of the contract would be handled. Specifically, address the following:	
a.	Describe any liabilities that would not be retained by the insurance vendor.	
	D. Post-Employment Coverage	
13.	Describe the group term life conversion policies that your company would offer to this account. Describe the available policies and provide a copy of the employee election kit and the current schedule of conversion rates for each conversion coverage option. Indicate the extent to which conversion options vary by coverage.	

	E. Plan Design and Enrollment	Answer
14.	Are there specific initiatives or additional plan features you would recommend to increase enrollment?	
15.	Please include a sample of the communication materials you plan to use to solicit plan participation. What percentage of the rate is for communications? Can the communication cost be excluded? Can the communication cost be paid to a third party vendor?	
16.	Describe what additional benefits, such as survivor support, will preparation, or core legal benefits, are included or could be included in your proposed plan designs. If these services are included in your proposal, how would rates be adjusted if these benefits were excluded? If you are suggesting additional services, indicate how adding those services would impact your proposed rates.	
17.	For enrollments and coverage increases requiring evidence of insurability, please describe the following (noting any differences by proposed plan and/or administration):	
a.	The coverage amounts and situations when simplified underwriting will be used. Describe what is involved in simplified underwriting including a list of questions asked and sample copies of any required forms.	
b.	The coverage amounts and situations when full underwriting will be used. Describe what is involved in full underwriting including all required information and sample copies of any required forms.	
c.	Do you automatically decline for supplemental Life due to height and weight?	
d.	Please explain when you would require a medical (paramed) exam?	
e.	Please provide a copy of the short and long evidence of insurability form.	

18.	What premium is paid between the time an employee elects a higher level of Supplemental Life benefit and the time your firm approves the increase?				
a.	If the member dies between the time he/she elects a higher level of term life coverage and the time your firm approves the increase, is the higher benefit paid?				
b.	Please provide your average turn around time for processing evidence of insurability requests and medical evidence reviews?				
Staffing / Training					
		Staff Type	Number of Staff (Indicate whether FT, PT or Contracted)	Average Caseload	Ratio Staff / Covered Lives or Claimants
19.	For the FMLA/LOA claims office(s) to which County of San Bernardino would be assigned, provide the following information:	Intake Specialist			
		Customer Service Representative			
		Claim Analyst / Examiner			
		▪ FMLA			
		▪ LOA			
		Nurse Case Managers Licensed Staff			
		Other, Describe			
20.	Describe required staffing levels projected to service the County of San Bernardino account using the staff types listed in question 19.	Case Managers			
		▪ FMLA			
		▪ LOA			
21.	What was your turnover rate for 2005, 2006, and 2007 for the claim office(s) to which the County of San Bernardino would be assigned? Please indicate the number of voluntary vs. involuntary. Do these statistics include promotions and transfers?		2005	2006	2007
		Intake Specialist			
		Customer Service Representative			
		Claim Analyst / Examiner			
		All Others			

STD Advice to Pay (ATP) Services

Client References						
22.	In this section, we are interested in understanding how you have worked with other clients who have similar STD ATP programs. Please provide three client references that have services that are most similar to those requested by County of San Bernardino. (California clients and those with multi-state operations are preferred).	Name and Title	Company Name & Locations (State)	Number of Employees	Contact Info: Telephone and e-mail	Description of the Services Your Organization Provides to this Client
23.	Indicate any additional vendors or sub-contractors that you would be partnering with to administer the County of San Bernardino STD ATP program and outline which services they will be providing on your behalf. It is strongly preferred that all sub-contracted relationships are included as part of your final contract. Of the sub-contractors listed, identify any for which a separate contract will be required.					

Short Term / Long Term Disability					
A. Staffing / Training					
24.	For the disability claims office to which the County of San Bernardino would be assigned, provide the following information.	Staff Type	Number of Staff (Indicate whether FT, PT or Contracted)	Average Caseload	Ratio Staff / Covered Lives or Claimants
		Intake Specialist			
		Customer Service Representative			
		STD Claim Analyst / Examiner			
		LTD Claim Analyst / Examiner			
		Appeals Specialist			
		Registered Nurse Case Manager			
		Non-Registered Nurse Clinical Case Manager			
		Return to Work Specialist			
		Behavioral Health Case Manager			
		Social Security Advocate / Specialist			
		Physician	Employees	Contractors	Hours of coverage:
		a. Medical Director			
		b. Clinical Advisor			
		c. Others (specify role)			
		Clerical Staff			
				Supervisor	
Manager					
Auditor (Quality Assurance)					

25.	What was your turnover rate for the following years for the claim office(s) to which County of San Bernardino would be assigned? Do these statistics include promotions and transfers?		2005	2006	2007
		Intake Specialists			
		Customer Service Representatives			
		STD Claim Analyst / Examiner			
		LTD Claim Analyst / Examiner			
		Appeal Specialists			
		Registered Nurse Case Manager			
		Non-Registered Nurse Clinical Case Manager			
		Return to Work Specialists			
		Behavioral Health Case Manager			
		Physician	Employees	Contractors	Hours of coverage:
		a. Medical Director			
		b. Clinical Advisor			
		c. Others (specify role)			
		Clerical Staff			
		Supervisors			
		Manager			
		Auditor (Quality Assurance)			
26.	Which claim office location will be used to service the County of San Bernardino?				
27.	Explain how your organization tracks caseloads and how caseload standards are maintained.				
28.	Explain your back-up plan to service clients in the event of staff absence, promotion or termination and identify in what situation there is notification to the client. Do you have any time in position agreements in place with any current clients?				

		Response	A. Staffing / Training	Response	A. Staffing / Training
29.	Complete the following with respect to new STD/LTD personnel:		Minimum Requirements Education	Certification and / or Credentialing Requirements	Minimum Years of Experience
		Job Title			
		Intake Specialist			
		Customer Service Representative			
		STD Claim Analyst / Examiner			
		LTD Claim Analyst / Examiner			
		Appeals Specialists			
		Registered Nurse Case Managers			
		Return to Work Specialists			
		Behavioral Health Case Manager			
		Physician	Employees	Contractors	Hours of coverage:
		a. Medical Director			
		b. Clinical Advisor			
		c. Others (specify role)			
		Clerical Staff			
		Supervisors			
		Manager			
		Auditor (Quality Assurance)			

30.	What percentage of trainees' claims are reviewed prior to release and or how long does this review occur?			
	B. Products and Services			
31.	For 2008, please provide the following information regarding your disability business:		Self Insured	
			# of Contracts	# of Covered Employees
	STD			
	LTD			
	Comments:			
	C. Interface Experience			
32.	How do you interface with the case management efforts of the medical vendor?			
	D. Initial Reporting / Claims Notification			
33.	Describe your IVR capabilities supporting claim intake and customer service. Your response should address:			
a.	Information available through your IVR (e.g., payment status)			
b.	System prompts			
34.	What approach do you use to obtain a release of medical information from claimants? Provide a sample of the medical release form you use.			
35.	What approach do you use to handle and track re-occurring LTD claims? Is there coordination between open and closed claims?			
36.	What approach do you use to handle and track re-occurring STD claims? Is there coordination between open and closed claims?			
	E. Benefit Determination (Initial & Ongoing)			
37.	What criteria is used by the nurses/case managers to make disability determination decisions?			
38.	Describe, step-by-step, how STD/LTD cases are monitored, tracked and reported once approved.			
39.	What is your time standard for making a disability determination for both STD and LTD (specify calendar or workdays)?			

40.	How is compliance with this standard tracked?				
			2006	2007	2008
41.	What were your LTD benefit determination turn-around time results for 2006 to 2008 for the claim office to which the County of San Bernardino would be assigned (specify calendar or work days)?	From the first notification of claim:			
		From the time that all required information was received:			
			2006	2007	2008
42.	What were your STD benefit determination turn-around time results for 2006 to 2008 for the claim office to which the County of San Bernardino would be assigned (specify calendar or work days)?	From the first notification of claim:			
		From the time that all required information was received:			
	F. Clinical Case Management				
43.	For each of the following questions, describe your organization's general handling procedures and acknowledge any differences that will be required for the County of San Bernardino :				
a.	How is the clinical case management process initiated?				
b.	What percent of disability cases typically fall under active clinical case management?				
c.	What checks and balances are in place to ensure the cases that meet referral criteria, will in fact, be referred?				
44.	Explain how your clinical resources will interact with County of San Bernardino's in-house resources.				
45.	Will claim management and medical/clinical management be administered at the same location?				

	G. Behavioral Health and Disability Integration	Answer
46.	Do you have any special processes and/or staffing in place for handling behavioral health disability claims? Please describe in detail. Are there designated case managers who are responsible for monitoring behavioral health disability cases? Are they co-located with other staff?	
47.	Please describe your process of identifying a behavioral health issue when a claim is presented initially as a physical health disability claim, and the process for linking this information to the behavioral health vendor and/or internal behavioral health specialty unit.	
48.	What behavioral health vendors have you worked with in the past? Please describe the roles played by your organization and the behavioral health vendor in managing the disability absence relating to a behavioral health disability.	
49.	What criteria are used for behavioral health IMEs?	
	H. Claim Management	
50.	Describe the procedures and edits that are applied when claims are pended or denied.	
51.	How is the clinical case management process initiated?	
52.	Who screens cases for clinical case management? What criteria are applied? Are these written criteria? Are there system edits?	
53.	How are cases assigned to Nurse Case Managers?	
54.	What checks and balances are in place to ensure that the cases that meet referral criteria are, in fact, referred?	
55.	Who makes the decision to refer a case for physician review? What specific criteria trigger a case for physician review? What percent of claims are referred for physician review (not an IME)?	
a.	STD	
b.	LTD	

		Answer
56.	Who provides the physician review services? Explain data interfaces between physician and case manager. What is the expected turnaround time for a review?	
57.	Describe your organization's capabilities and resources utilized to identify and refer potential fraud and abuse cases?	
58.	Describe any situations in which employees of your company or a contracted vendor, would need to visit a disabled employee at their residence?	
59.	Describe your Disease Management capabilities.	
.	I. Change in the Definition of Disability	
60.	What additional information is requested when the file changes from an STD to an LTD claim?	
61.	What additional information is requested when the LTD claim moves from own occupation to any occupation?	
62.	The County of San Bernardino is very interested in learning how its experience compares to the vendor's usual client experience in terms of frequency, durations and average cost. Please provide your comparison or analysis. In addition, The County of San Bernardino would like to have estimates from the provider of how the County's frequency, duration and cost would be expected to change if the provider were to be selected by The County of San Bernardino. What performance guarantee is the provider willing to make?	
63.	What tools (e.g., IMEs, FECs, Dictionary of Occupational Titles) are used in the test change determination?	

	J. Claim Denial / Appeal Procedures		Reviewed by Another Party?	Who Reviews?
64.	Are all claims automatically reviewed by another party prior to release of the denial decision? If so, when and who is responsible for the review?	Administrative reasons? (e.g., employee does not meet eligibility requirements)		
		Clinical reason? (e.g., medical evidence does not support continuing disability)		

65.	Describe your standard appeal procedure for each benefit type in detail, including turnaround time standards and actual 2008 performance measures. Provide samples of your standard appeal responses to the employee appealing a claim. Please describe your experience with clients where you maintain LTD fiduciary responsibility.	
66.	How will claim denials, requests for reconsideration, appeals and review decisions be communicated to County of San Bernardino?	
67.	Please provide copies of your standard STD and LTD denial letters, the initial STD and LTD appeal review denial uphold letters (Level One Appeal Denial letter) and, if applicable, your Level Two appeal denial uphold letter.	
	K. Return to Work Coordination	
68.	Describe how your staff will coordinate RTW with County of San Bernardino for the following:	
a.	Identifying residual work capacity	
b.	Identifying transitional work opportunities with County of San Bernardino.	
C.	Discussing opportunities with the treating provider.	
D.	Communicating with the employee regarding transitional work. Provide examples of communications.	
E.	Following up with all involved parties regarding status upgrades.	

	L. Offsets / Subrogation	Answer
69.	What procedures are in place to assure timely and accurate coordination of supplements and offsets (e.g., Workers' Compensation, SSDI)?	
70.	Does your organization actively pursue subrogation opportunities? What criteria are used for exploring cases with potential subrogation? What resources are used to pursue these dollars?	
	M. Information Systems	
71.	Describe on-line systems available to County of San Bernardino to run ad-hoc reports. Are there any additional charges for this service?	
72.	How long has the claim management office recommended for County of San Bernardino been in operation?	
73.	Do you anticipate any changes to the claims system over the next two years? If so, how will they affect the claims system used for County of San Bernardino?	
	N. Customer Service / Quality Assurance	
74.	What types of measurement tools are used (e.g. satisfaction surveys) to assess customer satisfaction and quality assurance? What have your satisfaction rates been for the last two years? How often are surveys conducted? Are they done by internal or external sources? How are client's notified of their results?	

		Answer		
75.	What policies, procedures, or protocols, if any, exist to identify deficiencies in the case management process? For example, would repeat disabilities for the same individual trigger a referral to a senior person in the case management area? Please describe.			
76.	What performance standards are required by staff function (e.g., clerical, clinical) in terms of productivity, accuracy, timeliness, and customer relations? How is compensation tied to performance?			
77.	What percentage of each reviewer's workload is audited?			
	O. Independent Medical Examinations			
78.	What specific file information and instruction is provided to IME physicians to ensure a focused outcome? Is it written or telephonic?			
79.	Are specific time frames contractually required for the following:		Yes / No	If Yes, Required Timing
		Scheduling the exam?		
		Obtaining telephonic notice of result?		
		Obtaining written result?		
80.	What steps are taken if the IME provider disagrees with the attending physician regarding the employee's disability?			
81.	Are IME physicians required to have any special accreditation? If so, what type?			
	P. Technology / Systems			
82.	Describe (and provide a diagram for) the system that supports your integrated disability management services, including: Intake/customer service LTD Administration LTD Claim Payment LTD Clinical Case Management STD Administration STD Claim Payment/Advice-to-pay STD Clinical Case Management			
83.	Can eligibility be loaded into the system to streamline look-up and			

	populate a new claim file?			
Protected Medical Leave / LOA Administration Services				
84.	How does your organization address opinion papers released by the DOL, State Legislators and circuit court decisions impacting the Family and Medical Leave Act of 1993 and other Protected Medical Leaves?			
85.	On January 28, 2008, President Bush signed into law H.R. 4986, the National Defense Authorization Act for FY 2008 (NDAA), Pub.L. 110–181. Section 585 of the NDAA amends the Family and Medical Leave Act of 1993 (FMLA). Have you incorporated these changes into your program? If not, what is the anticipated implementation date?			
86.	Indicate any additional vendors or sub-contractors that you would be partnering with to administer the County of San Bernardino Leave Management program and outline which services they will be providing on your behalf. It is strongly preferred that all sub-contracted relationships are included as part of your final contract. Of the sub-contractors listed, identify any for which a separate contract will be required.			
Protected Medical Leave / LOA Experience				
		Total Number of Clients for Whom you Provide This Service	Total Number of Employees for Whom you Provide This Service	Identify any Administrative Barriers for you to Provide This Service
87.	Statutory Leave Administration, including: FMLA (continuous and intermittent), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL)			
Protected Medical Leave Clinical Activity Experience				
		Total Number of Clients for Whom you Provide This Service	Total Number of Employees for Whom you Provide This Service	Identify any Administrative Barriers for you to Provide This Service
88.	Contact with provider to clarify or question clinical certification			
89.	Request for a second medical opinion			
90.	Request for a third medical option			

VIII. Appendix C

Performance Guarantees

Please provide your performance guarantee in the following categories. Please confirm your willingness to commit an “at risk penalty” of 2% of insured premium per line of coverage; Life, AD&D, Protected Medical Leave Administration and Disability.

The claim processing guarantee will be measured on a calendar year basis. All performance guarantees will be paid on a calendar year basis and will automatically renew each year. In addition, feel free to add any additional performance guarantees you would like to include in your proposal.

General

Guarantee	Description	Measurement	At Risk Penalty
Contract Issuance	First draft of contract will be sent to County of San Bernardino within 60 days of being awarded the business.	Delivery Dates	One time implementation penalty of \$25,000
County of San Bernardino and Employee Satisfaction			
Employee Survey measurements will be based on a numerical equivalent of 3.0 - 5.0 which represents a good to excellent rating. County of San Bernardino will subjectively evaluate the performance of the chosen vendor.	Penalty applies to each target.	Quarterly Employee Survey and the County of San Bernardino's evaluation. Employee Survey with a numerical equivalent of 3 or greater will represent a pass. The County of San Bernardino's evaluation will indicate pass or fail along with explanation.	\$25,000

Life

Guarantee	Description	Measurement	At Risk Penalty
All Coverages			
Account Management	Satisfaction with account management determined by results obtained through a scorecard completed by County of San Bernardino	Scorecard completed quarterly	25% of the at risk penalty
Claims processing	95% of claims paid within five business days of notification of claim and all required documentation with a 99% financial accuracy rate.	Quarterly reports specific to County of San Bernardino' results	25% of the at risk penalty
Plan Implementation (new vendor only)	County of San Bernardino will be completely satisfied with the installation and implementation of the new group life plan. Measurement of the guarantee will be at the discretion of County of San Bernardino.	County of San Bernardino to evaluate the plan implementation at the end of the year.	25% of the at risk penalty
Employee-Paid Supplemental Life Insurance and Voluntary AD&D			
Enrollment processing / underwriting (i.e., evidence of insurability processing)	95% processed within seven business days	Quarterly reports specific to County of San Bernardino' results.	25% of the at risk penalty

**Disability and
Protected Medical
Leaves**

Guarantee	Description	Measurement	At Risk Penalty
Customer Service			
1. 90% of calls will be answered within 30 seconds. 2. The call abandonment rate will be no greater than 3%. 3. Calls will be returned within 24 hours (employees, disability management contact, supervisors and managers).	Penalty applies to each target.	Quarterly reports that present specific to County of San Bernardino' statistics.	25% of the at risk penalty
Benefit Determination			
1. The chosen vendor Senior Nurse Reviewer will review every STD claim to determine appropriate medical management approach before directing to either a Nurse Case Manager or a Claims Examiner. 2. The chosen vendor will complete appropriate contact with employee, attending physician, disability management contact and supervisor within one-business day for every intake call received.	Penalty applies to each target.	Annual report submitted by chosen vendor specific to County of San Bernardino' results. Also subject to independent audit if requested by County of San Bernardino.	25% of the at risk penalty

<p>3. STD determination will be made within five business days (complete claim information).</p> <p>4. LTD determinations will be made 30 days in advance of transition date on 100% of all claims.</p> <p>5. Both the employee and County of San Bernardino will be notified of claim decision within 48 hours.</p>			
Protected Medical Leaves			
<p>1. Initial letter generation within 2 days.</p> <p>2. Claim determination made within 2 business days upon receipt of information.</p> <p>3. Overall accuracy of all claims processed will be at least 90%</p>	Penalty applies to each target.	Quarterly reports that present specific to County of San Bernardino' statistics.	10% of the at risk penalty
Case Management			
<p>1. Mental Health claims will be managed by a Nurse Case Manager from the Behavioral Health Unit.</p> <p>2. All LTD claims will be reviewed for SSDI triage.</p>	Penalty applies to each target.	Annual report submitted by the chosen vendor specific to County of San Bernardino' results. Also subject to independent audit if requested by County of San Bernardino.	15% of the at risk penalty

Report Delivery			
1. Advice to Pay (ATP) reports will be delivered to County of San Bernardino on agreed upon timeframes	Per occurrence.	Quarterly reports that present specific County of San Bernardino statistics.	\$2,000 per occurrence
Management Reporting			
<p>1. The chosen vendor will provide County of San Bernardino with annual reports of durations, incidence rates by diagnoses, including benchmarks against a select peer group of the chosen vendor's clients, as well as, the chosen vendor's book of business results.</p> <p>2. The chosen vendor will meet with County of San Bernardino on a quarterly basis to review performance.</p>	Penalty applies to each target.	<p>Reports are provided within 15 days of the end of each quarter.</p> <p>The chosen vendor will meet with County of San Bernardino within 45 days of the end of each quarter.</p>	25% of the at risk penalty

IX. Exhibits**EXHIBIT 1 – ELIGIBILITY RULES****BASIC LIFE INSURANCE**

The County will pay premiums for Employee-only Basic Life insurance for participants who are scheduled to work in regular positions at least forty (40) hours per pay period under the following group classifications:

- Administrative Services
- Attorneys
- Clerical
- Contract Employees
- Craft, Labor and Trades
- Elected Officials
- Exempt Employees
- Management
- Nurses
- Supervisory Nurses
- Specialized Peace Officers
- Specialized Peace Officers - Supervisory
- Special Districts Non-Represented Employees
- Special Districts Non-Represented Supervisory Employees
- Special Districts Exempt Employees
- Professional
- Supervisory
- Technical and Inspection

Court Eligible Groups

- Management
- Elected Superior Court Judges
- Supervisory
- Superior Court Commissioner, Juvenile Court Judge Pro Tem, Court Executive Officer, and Juvenile Court Officer
- Support Services
- Court Administrative Analyst
- Automated Systems Analyst I and II
- Accounting Technician
- Automated Systems Technician

- Court Investigator
- Small Claims Advisement Program Supervisor

*Note: To be eligible for this benefit, employees in the positions of Court Administrative Analyst, Automated Systems Analyst I and II, Accounting Technician, and Automated Systems Technician must have been hired prior to January 1, 2002.

SUPPLEMENTAL (VOLUNTARY) LIFE INSURANCE

All employees in a regular position scheduled to work forty-one (41) hours a pay period and have completed 1040 hours of work are eligible for employee paid Supplemental Life. Exceptions to this rule are:

- Attorneys, eligible after 160 hours worked
- Safety Employees, eligible after 13 pay periods (bi-weekly)

Note: The minimum completed worked hours criteria may be removed through future labor negotiations.

OPTIONAL LIFE INSURANCE (GRANDFATHERED)

Employees who are scheduled to work in regular positions at least forty (40) hours per pay period under the following group classifications are eligible for Employee-paid Optional Life:

- Safety Management
- Safety
- Elected Superior Court Judges

VOLUNTARY AD&D INSURANCE - EMPLOYEE

All employees in a regular position scheduled to work forty-one (41) hours a pay period and have completed 1040 hours of work are eligible for employee paid Supplemental Life. Exceptions to this rule are:

- Attorneys, eligible after 160 hours worked
- Safety Employees, eligible after 13 pay periods (bi-weekly)

Note: The minimum completed worked hours criteria may be removed through future labor negotiations.

VOLUNTARY AD&D INSURANCE - DEPENDENTS

All employees in a regular position scheduled to work forty-one (41) hours a pay period and have completed 1040 hours of work are eligible for employee paid Supplemental Life. Exceptions to this rule are:

- Attorneys, eligible after 160 hours worked
- Safety Employees, eligible after 13 pay periods (bi-weekly)

Note: The minimum completed worked hours criteria may be removed through future labor negotiations.

SHORT TERM DISABILITY

Exempt:

To be eligible to receive Plan Benefits, an Employee must meet all of the following conditions:

1. Must be employed in a regular County position budgeted for forty (40) hours or more per Pay Period.
2. Must have completed at least one (1) Pay Period of continuous service as an Employee.
3. Must be designated as an Exempt Employee or have been expressly approved for Plan coverage by the County Board of Supervisors.

All Others:

To be eligible to receive Plan Benefits, an Employee must meet all of the following conditions:

1. Must be employed in a regular County position budgeted for forty (40) hours or more per Pay Period.
2. Must have completed at least two (2) Pay Periods of continuous service, each with a minimum of one-half plus one hour of scheduled hours of paid regular time, paid vacation, paid sick leave, paid administrative leave and/or paid holiday time.
3. Must be designated as a member of one of the following:
 - a. Craft, Labor and Trades Unit
 - b. Professional Unit
 - c. Administrative Services Unit
 - d. Supervisory Unit
 - e. Management Unit
 - f. Other Employees or Employee groups who have been expressly approved for this Plan's coverage by the County Board of Supervisors.
 - g. Clerical Unit
 - h. Technical and Inspection Unit
 - i. Attorney Unit
 - j. Specialized Peace Officer and Specialized Peace Officer - Supervisory Unit

LONG TERM DISABILITY

Class 1 - All active full-time employees working at least 40 hours per bi-weekly pay period are eligible to participate.

Class 2 - All active full-time employees working at least 40 hours per pay period are eligible to participate.

GROUP/VARIABLE UNIVERSAL LIFE INSURANCE

Employees working more than 60 hours a pay period and in an eligible bargaining unit, contract, or salary ordinance are eligible to participate. Safety and Firefighters are not eligible.

EXHIBIT 2 – CURRENT BENEFITS

Below are summaries of current benefits. More detailed information is included under Exhibit 7 – Current Policies and Plan Information.

BASIC LIFE BENEFITS

Guarantee Issue on Basic Life is the full amount

Following are the current Basic Life benefit amounts by each group classification:

Eligible Groups	Scheduled Hours of 40 to 60 (Bi-weekly)	Scheduled Hours of 61 to 80 (Bi-weekly)
Administrative Services	\$25,000	\$50,000
Attorneys	\$25,000	\$50,000
Clerical	\$10,000	\$20,000
Contract Employees	Contract Specific	Contract Specific
Craft, Labor and Trades	\$10,000	\$20,000
Elected Officials	\$50,000	\$50,000
Exempt Employees	\$25,000	\$50,000
Management	\$25,000	\$50,000
Nurses	\$12,000	\$25,000
Supervisory Nurses	\$17,000	\$35,000
Specialized Peace Officers	\$25,000	\$50,000
Specialized Peace Officers – Supervisory	\$25,000	\$50,000
Special Districts Non-Represented Employees	\$12,000	\$25,000
Special Districts Non-Represented Supervisory Employees	\$17,000	\$35,000
Special Districts Exempt Employees	\$25,000	\$50,000
Special Districts Water and Sanitation Employee	\$17,000	\$35,000
Special Districts Emergency Services Employees	\$10,000	\$20,000
Special Districts Hazardous Materials Employees	\$12,000	\$25,000
Special Districts General Fire Support Employees	\$10,000	\$20,000
Professional	\$12,000	\$25,000
Supervisory	\$17,000	\$35,000
Technical and Inspection	\$17,000	\$35,000

Court Eligible Groups	Job Share (Bi-weekly)	Full-Time (Scheduled 41 Hours or More, Bi-weekly)
Exempt and Executive Management	\$25,000	\$50,000
Supervisory	\$17,000	\$35,000
Superior Court Commissioner, Juvenile Court Judge Pro Tem, Court Executive Officer, and Juvenile Court Judge.		\$50,000
Support Services	\$10,000	\$20,000
Court Administrative Analyst	\$25,000	\$50,000
Automated Systems Analyst I and II	\$25,000	\$50,000
Accounting Technician	\$17,000	\$35,000
Automated Systems Technician	\$17,000	\$35,000
Court Investigator	\$12,000	\$25,000
Small Claims Advisement Program Supervisor	\$25,000	\$50,000
Official Court Reporter	\$10,000	\$20,000
Professional	\$12,000	\$25,000

Note: This policy has a Waiver of Premium option.

SUPPLEMENTAL (VOLUNTARY) LIFE BENEFITS

Guarantee Issue on Supplemental Life is \$250,000

Following are the current Supplemental/Voluntary Life benefits:

Eligible Groups	Benefit Amount
All Groups	Can purchase in increments of \$10,000 up to \$700,000. Guaranteed issue up to \$250,000

Note: This policy has Waiver of Premium and conversion options.

OPTIONAL LIFE BENEFITS (GRANDFATHERED)

Following are the current Optional Life benefits by each group classification:

Eligible Group	Class C-25	Class C-50	Class C-75
Safety and Safety Management	\$25,000	\$50,000	\$75,000

Eligible Group	Coverage
Elected Superior Court Judges (Appointed or Elected before 11/04/1994)	\$50,000

VOLUNTARY AD&D - EMPLOYEE

Following are the current Voluntary AD&D benefit amounts by each plan level:

Plan Level	Employee Benefit Amount
1	\$10,000
2	\$25,000
3	\$50,000
4	\$100,000
5	\$150,000
6	\$200,000
7	\$250,000

Note: This policy has a conversion option.

VOLUNTARY AD&D - DEPENDENTS

Following are the current Voluntary Dependent AD&D benefit amounts by plan level when the spouse and child(ren) are covered dependents:

Plan Level	Spouse Benefit Amount	Child Benefit Amount
1	\$5,000	\$3,125
2	\$12,500	\$6,250
3	\$25,000	\$12,500
4	\$50,000	\$25,000
5	\$75,000	\$25,000
6	\$100,000	\$25,000
7	\$125,000	\$25,000

Note: This policy has a conversion option.

VARIABLE UNIVERSAL LIFE BENEFITS

Following are current Variable Universal Life benefits:

Death Benefit	Available in one (1), two (2), or three (3) times the employee's base annual salary. Guaranteed issue up to \$250,000
Cash Value	After Term Life and administrative costs are paid, the balance of premiums is placed in either the Fixed LT account (guaranteed interest rate, no less than 3%) or an investment portfolio (variable interest rate) of the participant's choosing. This portion of premiums earns interest tax-free and can be withdrawn or borrowed by the participant. Upon termination, the policy can be surrendered for its cash value.

SHORT TERM DISABILITY

	Weekly Benefit	Maximum Weekly Benefit	Elimination Period	Maximum Benefit Period
Exempt Employees	55% of first \$2,293 of predisability earnings	\$1,261	Injury: 7 days Sickness: 7 days	90 Days ¹
General Employees	55% of first \$1,744 of predisability earnings	\$959	Injury: 7 days Sickness: 7 days	52 Weeks

¹ Please also provide a quote for a 180 day maximum elimination period for the exempt employees

LONG TERM DISABILITY

	Monthly Benefit	Maximum Monthly Benefit	Minimum Monthly Benefit	Elimination Period
Class A	60% of first \$8,333 of predisability earnings	\$5,000 ¹	\$100	90 Days ²
Classes B, C, and D	60% of first \$5,000 of predisability earnings	\$3,000 ¹	\$100	90 Days ²

¹ Please quote a \$10,000 maximum monthly benefit for all classes

² Please also provide a quote for a 180 day elimination period for all classes

EXHIBIT 3 – PROPOSED LIFE AND AD&D RATES

Please complete all rate exhibits.

Basic Life Insurance**Option #1****Fully Insured, Fully Pooled**

Monthly rate per \$1,000 of Coverage \$ _____

Your rates were calculated using an assumed volume of: \$ _____

Option #2**Fully Insured, Dividend Accounted**

Monthly rate per \$1,000 of Coverage \$ _____

Your rates were calculated using an assumed volume of: \$ _____

Optional Life Insurance (Grandfathered Employees)**Option #1****Fully Insured, Fully Pooled**

Monthly rate per \$1,000 of Coverage \$ _____

Your rates were calculated using an assumed volume of: \$ _____

Option #2**Fully Insured, Dividend Accounted**

Monthly rate per \$1,000 of Coverage \$ _____

Your rates were calculated using an assumed volume of: \$ _____

Supplemental (Voluntary) Life Insurance**Employee – Monthly Rates per \$1,000 of Coverage**

	Assumed Volume By Age Bracket	Uniform Rates	
		Option #1 Dividend Accounted	Option #2 Fully Pooled
Under 30			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70 plus			
Composite			

Voluntary AD&D Insurance**Monthly Rates per \$1,000 of Coverage****Fully Insured, Fully Pooled****Employee Only****Family**

Rate per \$1,000 of Coverage \$ _____ \$ _____

Your rates were calculated using an assumed volume of: \$_____

Variable Universal Life

Please include in this section your proposed rate exhibits, options, and other relevant plan information including, but not limited to, any qualifications/requirements of your proposed plan.

Short Term Disability

Fully Insured, Fully Pooled	90 Day Maximum Period
Rate per \$10 of Weekly Benefit	\$ _____

Fully Insured, Fully Pooled	180 Day Maximum Period
Rate per \$10 of Weekly Benefit	\$ _____

Self Insured	Year 1		Year 2		Year 3	
Administration: FMLA, CFRA, PDL, all state leaves, STD ATP						
Leave Administration Fee	Per employee per month		Per employee per month		Per employee per month	
STD ATP Fee						
Additional Fees (Itemize)	Total fees:		Total fees:		Total fees:	
Other Fees (One-time, Ongoing, Pass Through)						
List all one-time fees, ongoing fees, and pass through costs that are in addition to the PEPM fees; itemize associated costs for each service						
▪ Implementation/start-up fees						
▪ Transfer of disability and leave history						
▪ Appeals (estimate)						
▪ IMEs (estimate)						
▪ Additional fees (itemize)						
Will There be Any Other Fees Associated With Providing the Services Outlined in the Statement of Work						
List specifically all other fees						

Long Term Disability

<u>Fully Insured, Fully Pooled</u>	\$3,000/\$5,000 Max. with 90 Day Elimination Period
Rate per \$100 of Total Insured Payroll	\$ _____

<u>Fully Insured, Fully Pooled</u>	\$3,000/\$5,000 Max. with 180 Day Elimination Period
Rate per \$100 of Total Insured Payroll	\$ _____

<u>Fully Insured, Fully Pooled</u>	\$10,000 Max. for all with 90 Day Elimination Period
Rate per \$100 of Total Insured Payroll	\$ _____

<u>Fully Insured, Fully Pooled</u>	\$10,000 Max. for all with 180 Day Elimination Period
Rate per \$100 of Total Insured Payroll	\$ _____

Your rates were calculated using an assumed total insured payroll of: \$_____

EXHIBIT 4A – RATE HISTORY

Copies of current rate history are provided in the attached file.

EXHIBIT 4B – EXPERIENCE INFORMATION

Copies of experience information are provided in the attached file.

EXHIBIT 5 – CURRENT FUNDING ARRANGEMENT

The following table includes all types of coverage.

Coverage	Current Funding Arrangement	Employer-Paid	Employee-Paid
Basic Life	Fully insured, participating (dividend accounted)	Yes	No
Supplemental Life	Fully insured, participating (dividend accounted)	No	Yes
Voluntary/Optional Life (Grandfathered Group)	Fully insured, participating (dividend accounted)	Yes	No
Voluntary AD&D	Fully insured, non-participating (pooled)	No	Yes
Variable Universal Life	See plan information in Exhibit 7	Yes*	Yes
Short Term Disability	Self-Insured	Yes	No
Long Term Disability	Fully insured, non-participating (pooled)	Yes	No

*Employer pays between 25% and 100% of premium for Exempt employees only, depending on the employee's position.

EXHIBIT 6 – CENSUS DATA

Below are lists of the data elements included in the attached file.

All Plans Except Variable Universal Life

- Date of birth
- Gender
- Annual salary
- Basic Life insurance benefit amount
- Supplemental/Optional/Voluntary Employee Life insurance benefit amount
- Basic AD&D benefit amount
- Voluntary AD&D benefit amount, classified by level of coverage (employee only or family)
- Description of each plan

Variable Universal Life Census

- Date of birth
- Gender
- Annual salary
- Variable universal life benefit amount
- Premium amount
- Policy number

EXHIBIT 7 – CURRENT POLICIES AND PLAN INFORMATION

Copies of current policies and plan information are provided in the attached file.

EXHIBIT 8 – FAX REPLY FORM

Fax this completed form by January 23, 2009 to:

Brian Devereux
Mercer
Phone (949) 399-2365
Fax (949) 222.1306

Re: **County of San Bernardino Request for Proposal for Life, Voluntary AD&D, Protected Medical Leave Administration, Short Term Disability, Long Term Disability, and Variable Universal Life benefits (RFP #HRD-08-007)**

We have reviewed the above-referenced for Life, Voluntary AD&D, Short Term Disability, Long Term Disability, and Variable Universal Life and:

- ☐ will submit a proposal by February 6, 2009.
- ☐ will not submit a proposal for the following reasons (attach additional sheets if necessary):

Signature

Name (Please Print)

Title

Company

Phone Number

E-mail Address